

Application for Tenancy

(to be completed by all adult Applicants and unaccompanied minors)

Item

Item Schedule

1. TENANCY DETAILS

Address:

Lease commencement date: / / Lease term: **weeks / fortnights / months / years**

Rent: per **week / fortnight / month** Bond:

Holding deposit (if applicable): Holding Deposit Option Period*:

Total amount payable on signing of tenancy agreement:

***Acceptance Period:** The Applicant must notify the Agent of its decision to exercise the option within business days of the Agent notifying the Applicant/s of their Application being accepted by the Landlord.

Holding Deposit Refund (See Clause 3.3)

If your Application is unsuccessful the Holding Deposit shall be refunded to you in the following manner:

Cheque payable to:

Bank Transfer in your nominated bank account

Account Name:

Bank: BSB: Account No.:

2. APPLICANT'S DETAILS

Name: Email:

Phone (H): Phone (W): Mobile: Date of Birth: / /

3. APPLICANT'S HISTORY

3.1 Current Address:

Period of Occupancy: Situation: **Renting / Owned / Other** Other Situation:

Landlord/Agent Details (if applicable) Name: Phone:

Rent: Payment Period: **Weekly / Fortnightly / Monthly** Reason for leaving:

3.2 Previous Address (if applicable):

Period of Occupancy: Situation: **Renting / Owned / Other** Other Situation:

Landlord/Agent Details (if applicable) Name: Phone:

Rent: Payment Period: **Weekly / Fortnightly / Monthly** Reason for leaving:

3.3 Have you ever been evicted from a premises? Yes No

3.4 Are you currently in debt to any Landlord or Agent? Yes No

4. APPLICANT'S EMPLOYMENT

(NOTE: If either occupation is self employment please provide a statement of income from your accountant or tax returns)

4.1 Current Occupation:

Employment Type: Duration: Weekly Income:

Employer/Business Name & ACN/Centrelink Details:

Address: Contact: Phone:

4.2 Previous Occupation:

Employment Type: Duration: Weekly Income:

Employer/Business Name & ACN/Centrelink Details:

Address: Contact: Phone:

4.3 Student at:

Course name: Duration:

5. LANDLORD / AGENT

Name: **N J A Holdings P/L ATF KJSF Family Trust T/As Cairns Ultimate Real Estate** ABN: **73178133841**

Address: **9A Hill Street** Phone: **0439 327 644**

MANUNDA QLD 4870 Fax:

Email: **katherine@cairnsultimate.com.au** Mobile:

6. UTILITY CONNECTION

Utility connection provider:

Yes please contact me to arrange my utility connections

7. OCCUPANTS

Number of Adults: Number of Dependants: Number of Smokers:

Full name/s of adult/s and unaccompanied minor/s to reside on the Premises:

- 1. 3.
- 2. 4.

8. REFEREES (All Referees should not be related to you)

Business Referee: **Phone:** **Relationship:**

Personal Referee: **Phone:** **Relationship:**

9. EMERGENCY CONTACT

Note: This information is required in case we need to contact you as a matter of urgency arising from your tenancy and your normal contact details are not responding.

Next of Kin: **Phone:**

Address: **Mobile:**

Other: **Phone:**

Address: **Mobile:**

10. PETS

Type/Breed: Number:

11. USE OF PREMISES

Will the Premises be used for business purposes: Yes No

12. RENT PAYMENT METHODS & ASSOCIATED COSTS

The Tenant must pay the rent in the approved way/s as indicated below:

- (a) Cash Credit Card Deposit to a financial institution account nominated by the Lessor
- Cheque EFTPOS Deduction from pay, pension or other benefit payable to the tenant
- (b) Another agreed way*:

(Note: Where 'Another agreed way' is ticked the Tenant/s must be given a choice of at least 2 other approved ways for the payment of rent selected from the above)

*Additional Costs associated with the other approved way of rent payment in 12(b):

.....

13. ADDITIONAL CONDITIONS

.....

14. SIGNATURES

WARNING: PRIOR TO signing this Application AND paying monies to the Agent in relation to the tenancy the Applicant, by signing, acknowledges having been given a Form 18a General Tenancy Agreement (including the Standard Terms and any Special Terms & Conditions of the Agreement)

Applicant's Signature: **Agent's Signature:**

Date: / / **Date:** / /

Terms of Application

1. Declaration

The Applicant declares:

- (1) that all the above details are true and correct,
- (2) not to be bankrupt or insolvent.

2. Applicant Agrees

The Applicant agrees that:

- (1) they have inspected the Premises in Item (1) and accept its condition.
- (2) the Applicant will sign the Tenancy Agreement forthwith upon being notified of acceptance of this Application by the Agent.
- (3) this Tenancy Application, unless accepted, creates no contractual or legal obligations between the parties.
- (4) they understand that the Agent/Landlord is not required to give an explanation to the Applicant for any application not approved.
- (5) on acceptance of this Application by the Landlord being notified to the Applicant, verbally or in writing, the Applicant will rent the Premises from the Landlord under a Tenancy Agreement drawn up by the Agent and, upon the signing of the Tenancy Agreement, pay the Bond and Rent amounts in Item (1) in an approved way as more particularly set out in the Tenancy Agreement. Such payments to be cleared funds prior to occupancy.

3. Holding Deposit

- 3.1 If the Applicant has paid to the Agent a Holding Deposit on the signing of this Application for Tenancy, such fee, if the Application is successful and a Tenancy Agreement is entered into, will be applied in full or part payment of the Rental Bond and any remainder applied towards the Rent for the Tenancy Agreement.
- 3.2 Should the Application for Tenancy be successful and the Applicant fails to, within the Option Period:
 - (a) accept the offer of tenancy; or
 - (b) otherwise notify the Landlord/Agent of their intentions not to exercise the option; or
 - (c) having exercised the option, take all necessary and reasonable steps to enter into a Tenancy Agreement.

then any Holding Deposit paid by the Applicant will be forfeited to the Landlord.

- 3.3 Should the Application for Tenancy not be accepted, the Holding Deposit will be refunded in full to the Applicant.
 - 3.4 The Applicant acknowledges the Landlord/Agent will not accept a Holding Deposit from another prospective tenant until the expiration of the Option Period (Item 1) which unless otherwise specified shall be 48 hours from the giving of a receipt.
- ### 4. Privacy Statement
- 4.1 The Agent collects and uses personal information provided by you as the Applicant to assess your application for a residential tenancy and provide services required by you or on your behalf during the tenancy.
 - 4.2 You as the Applicant agree the Agent may subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose personal information to:
 - (1) the Owner of the Premises to which this Application for Tenancy applies; &/or
 - (2) credit reporting &/or debt collecting agencies and tenancy databases; &/or
 - (3) tradespeople and similar contractors engaged by the Owner/Agent in order to facilitate the carrying out of works with respect to the Premises; &/or
 - (4) nominated Referees to confirm information provided by you; &/or
 - (5) the Owner's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Agent relating to the administration of the Premises and use of the Agent's services; &/or
 - (6) the utility connection provider, where you have opted for such a service in Item (6), for the purpose of enabling the connection and/or disconnection of your utility services; &/or
 - (7) Body Corporates
 - 4.3 Without provision of certain information the Agent may not be able to act effectively or at all on the Owner's behalf as a result of which your Application may not be acceptable to the Owner.
 - 4.4 The Applicant has the right to request the Agent provide details of such information and also correct any inaccurate or out of date information.

100 POINTS OF IDENTIFICATION CHECKLIST

Prior to any Tenancy Application being considered each applicant must produce 100 points of identification.

Items marked with an asterisks(*) must be provided

..... Last 4 Rent Receipts	20 POINTS	<input type="checkbox"/> Phone, Electricity, Gas or Rates Bills	15 POINTS (each)	<input type="checkbox"/>
..... Drivers License	30 POINTS	<input type="checkbox"/> Pay Slips	15 POINTS	<input type="checkbox"/>
..... Photo ID	30 POINTS	<input type="checkbox"/> Tenancy History Ledger	20 POINTS	<input type="checkbox"/>
..... Passport	30 POINTS	<input type="checkbox"/> Current Vehicle Registration Documents	15 POINTS	<input type="checkbox"/>
..... Birth Certificate	10 POINTS	<input type="checkbox"/> Bank/Cr Card Statements	15 POINTS (each)	<input type="checkbox"/>
..... Pension or Health Care Card	15 POINTS	<input type="checkbox"/>			

TOTAL POINTS:

PRIVACY ACT ACKNOWLEDGEMENT FORM FOR TENANT APPLICANTS & APPROVED OCCUPANTS

This form provides information about how we the below named Agent handle your personal information, as required by the National Privacy Principles in the *Privacy Act 1988*, and seeks your consent to disclosures to the TICA Group of companies (TICA) in specified circumstances. If you do not consent to the disclosure of your personal information to TICA we can not process your application.

Member Name: **N J A Holdings P/L ATF KJSF Family Trust T/As Cairns Ultimate Real Estate**

Address: **9A Hill Street, MANUNDA QLD 4870**

Phone: **0439 327 644**

Fax:

Email: **katherine@cairnsultimate.com.au**

As a professional asset manager we collect personal information about you. The information we collect can be accessed by you contacting our office on the above number or addresses.

Primary Purpose

Before a tenancy is accepted we collect your information to assess the risk to our clients in providing you with a property you have requested to rent and if considered acceptable provide you with a tenancy for the property.

In order to assess your application we disclose your personal information to:

- ÿ The Lessor / Owners for approval or rejection of your application
- ÿ TICA Default Tenancy Control Pty Ltd and TICA Assist Pty Ltd to assess the risk to our clients and verify the details provided in your tenancy application
- ÿ Referees to validate information supplied in your application
- ÿ Other Real Estate Agents to assess the risk to our clients

Secondary Purpose

During and after the tenancy we may disclose your personal information to:

- ÿ Trades people to contact you for repairs and maintenance of the property
- ÿ Tribunals or Courts having jurisdiction seeking orders or remedies
- ÿ Debt Collection Agencies and affiliated industries
- ÿ TICA Default Tenancy Control Pty Ltd to record details of your tenancy history
- ÿ Lessors / Owners insurer in the event of an insurance claim
- ÿ Future rental references to other asset managers / owners

If you fail to provide your personal information and do not consent to the uses set out above we cannot properly assess the risk to our client or carry out duties as an asset manager. Consequently we cannot provide you with the property you requested to rent.

TICA Statement

As the TICA Group may collect personal information about you, the following information about the TICA Group is provided in accordance with the National Privacy Principles in the *Privacy Act 1988*.

TICA Default Tenancy Control Pty Ltd (ABN 84 087 400 379) is a tenancy database that records tenants personal information from its members including tenancy application inquiries and tenancy history. TICA Assist Pty Ltd (ABN 28137 488 503) is a database company that records information from mercantile agents and associated industries. In accordance with the National Privacy Principles you are entitled to have access to any personal information that we may hold on any of our databases. To obtain your information from the TICA Group proof of identity will be required and can be made by any of the following ways.

Phone: 190 222 0346 calls are charged at \$5.45 per minute including GST (higher from mobile or pay phone)

Mail: TICA Public Inquiries PO BOX 120, CONCORD NSW 2137 a fee of \$14.30.

Primary Purpose

The TICA Group collects information from its members and provides such information to other members as a risk management system for the purpose of assessing a tenancy application. The TICA Group does not provide any information that it collects to any other individual or organization other than its own group of companies for any other purpose other than assessing a tenancy application or risk management system or locating system other than government departments and or agencies allowed by law to obtain information from the TICA Group.

The personal information that the TICA Group may hold is as follows

Name, date of birth, drivers license number, proof of age card number and or passport number (except Australian) and address at time of making tenancy application, comments made by a TICA member in relation to your tenancy, which members you rented through and which members you applied to and which members are seeking you.

Further Information About TICA

Full details about TICA can be found on TICA's website at www.tica.com.au under Tenant Information and Privacy Policies or by contacting The TICA Group on our helpline 190 222 0346 calls charged at \$5.45 per minute including GST (higher from mobile and pay phones)

If your personal information is not provided to The TICA Group the member may not proceed with assessing your application and you may not be provided with the rental property.

Signed By the Applicant

.....
Signature

.....
Print Name

.....
Signature

.....
Print Name

..... / /
Date

.....
Witness